son, T. & S. F. Ry. Co. v. *United States*, 225 U. S. 640. The court's inference that the summary power of imposing a fine, conferred upon the Postmaster-General by statute, was intended to preclude any recovery under the contract seems unjustified. It is a privilege accorded the Post-Office Department for the promotion of efficient service, and the penalty assessed is a liquidation of damages for the *public* inconvenience. See *Otis* v. *United States*, 24 Ct. Cl. 61, 72; *Parker* v. *United States*, 26 Ct. Cl. 344, 358. No provision of the statute can be construed as impairing the right of a bailee to recover for the owner's benefit from a converter, even where the conversion involves no wrong for which the bailee would himself be liable before such recovery. *The Winkfield*, [1902] P. 42. But the principal case may well constitute an exception to what, it is submitted, should be the general rule, for the illegal use of the mails by the party for whose benefit the action is brought is a fraud which should vitiate the right of the nominal plaintiff. *Gibson* v. *Paynter*, 4 Burr. 2298; *Orange Co. Bank* v. *Brown*, 9 Wendell (N. Y.) 85.

PROFITS À PRENDRE — RIGHT TO SELF-HELP. — The defendants had a right to cut heather on the plaintiff's estate. When the land became thickly grown with small trees so as to interfere with gathering the heather, they entered and began cutting down the trees. The plaintiff asked that they be restrained. *Held*, that the defendants be enjoined from further cutting. *Hope* v. *Osborne*, 77 J. P. 317 (Ch. Div.).

It is uncertain how far the holder of a *profit à prendre* may protect his interest by self-help. One whose property rights have been invaded may certainly in some cases take the law into his own hands, provided the amount of force used is reasonable. The victim of a private nuisance may enter upon the offender's land and forcibly abate it. *Amoskeag Mfg. Co.* v. *Goodale*, 46 N. H. 53; *Roberts* v. *Rose*, L. R. 1 Exch. 82. But if the land owner was not the original wrongdoer, notice must be given first, except in emergencies. *Jones* v. *Williams*, 11 M. & W. 176. The owner of a chattel which is wrongfully being detained from him may in general enter and retake it. *Madden* v. *Brown*, 8 N. Y. App. Div. 454, 40 N. Y. Supp. 714. But he may not enter upon the land of one who is not responsible for the chattel's being there, as where a former tenant is claiming a chattel that he left behind. *Anthony* v. *Haney*, 8 Bing. 186. The holder of an easement may remove any obstruction placed upon it by the owner of the servient tenement without making a prior request. *Quintard* v. *Bishop*, 29 Conn. 366. But if it was put there by a stranger or by the grantor of the servient owner, notice must be given. *O'Shaughnessey* v. *O'Rourke*, 36 Misc. (N. Y.) 518, 73 N. Y. Supp. 1070. Lord Coke indicated that the holder of a *profit à prendre* was justified in breaking down any serious obstruction erected by the land owner. 2 Inst. 88. So it has been held that where the lord has planted hedges a commoner may pull them up. *Mason* v. *Caesar*, 2 Mod. 65. But on the analogy of the above cases it would seem that where the landowner, as in the principal case, has been guilty of no misfeasance, but merely of a failure to do something, the holder of a *profit à prendre* should not have self-help; certainly not without prior request. Where affirmative duties are involved it would seem safer to leave all remedy to the courts.

SALES — BILL OF LADING — CARRIER'S LIABILITY UNDER AN "ORDER" BILL — FORGED BILL. — A seller, delivering two carloads of beans to the carrier, took "order" bills of lading on which the buyer was named as both consignor and consignee. By express stipulation in the bills their surrender was to be a prerequisite to delivery of the goods by the carrier. The seller retained possession of the bills as security for the price. The buyer forged other bills, indorsed them in blank, and sold them to a third person who secured delivery